

[Space Above This Line For Recording Data]

This instrument was prepared by:
Rebecca Buttram, an employee of Compass Bank # 1996-01497
701 South 32nd Street
Birmingham, Alabama 35233

LOAN MODIFICATION AGREEMENT # 497
(Providing for Fixed Interest Rate)
03:57 PM CERTIFIED

This Loan Modification Agreement ("Agreement") made this 13th day of October, 1995, between Barry D. Woodham and wife Denise A. Woodham ("Borrower") and COMPASS BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated December 14, 1994 and recorded in Book or Liber Inst. #1994-36734, at page(s) _____, of the _____ Records of Shelby County, Alabama,

[Name of Records]

[County and State, or other Jurisdiction]

and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at Spring Creek Road, Montevallo, Al 35115

[Property Address]

the real property described being set forth as follows:

Lot 4, According to the Survey of Beverly Hills, as recorded in Map Book 16, Page 59, in the Probate Office of Shelby County, Alabama; Being Situated in Shelby County, Alabama.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of October 1, 1995 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$300,000.00, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.75 % from October 1, 1995. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 2149.23, beginning on the 1st day of November, 1995, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 10/01/2025, (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at P. O. Box 11631 Birmingham,
Alabama 35202-1613 or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

(b) All terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

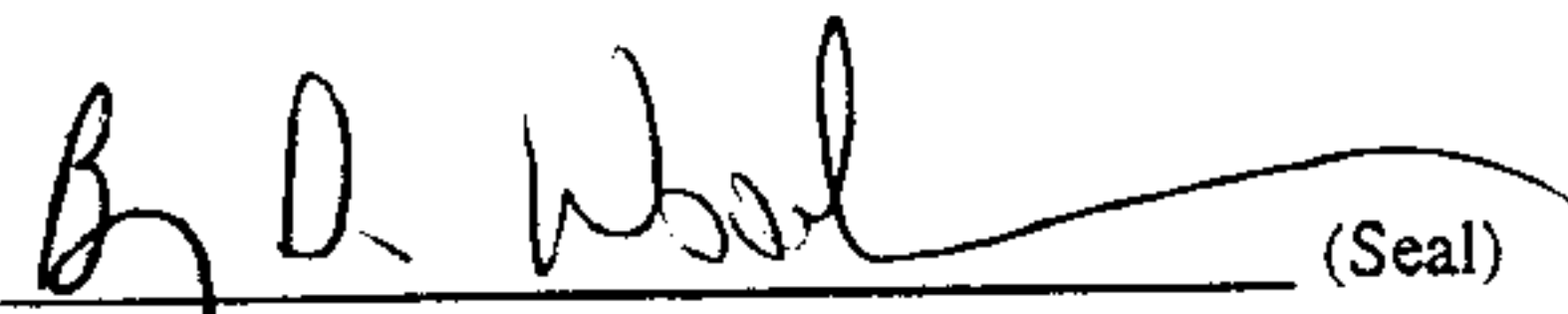
5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.


COMPASS BANK

Lender

By: 

Its: Vice President

 (Seal)
Borrower Barry D. Woodham

 (Seal)
Borrower Denise A. Woodham

By D.W. Wood (Seal)
Borrower
Denise A. Woodham (Seal)
Borrower

STATE OF ALABAMA

COUNTY OF SHELBY

I, Merrily O. White, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Susan L. Grabryan, whose name as Vice President of COMPASS BANK, an Alabama state banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal on this the 1st day of December, 19 95.

[NOTARIAL SEAL]

Merrily O. White
Notary Public
My Commission Expires: 9-20-97

STATE OF ALABAMA

COUNTY OF SHELBY

I, Joyce E. Lyler, the undersigned, a Notary Public in and for said County in said State, hereby certify that Barry D. Woodham and wife Denise A. Woodham whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this the 30th day of November, 19 95.

[NOTARIAL SEAL]

Joyce E. Lyler
Notary Public
My Commission Expires: _____

MY COMMISSION EXPIRES APRIL 1, 1999

Inst # 1996-01497

LOAN MODIFICATION AGREEMENT -- Single Family --
Fannie Mae Uniform Instrument
Form No. 77/32-2471 (8/94)

Form 3179 2/88
Page 3 of 3 Pages

01/16/1996-01497
03:57 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 SNA 13.50